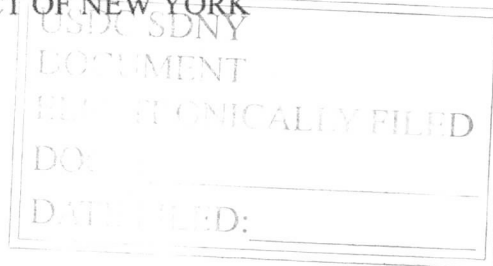


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



Kieran Kelly  
Plaintiff,

v.

Tanvir Choudhri M.D. and  
Mount Sinai Health Systems, Inc.  
Defendants

Civil Action No.  
18-CV-1054JMF

**PLAINTIFF'S AMENDED COMPLAINT AND JURY TRIAL DEMAND**

PARTIES

1. The plaintiff, Kieran Kelly (hereinafter "Kelly") is a resident of McKean Pennsylvania.
2. The defendant, Tanvir Choudhri (hereinafter "Choudhri") is medical doctor, practicing medicine at Mount Sinai Hospital, within the borough of Manhattan New York City, New York State.
3. The defendant, Mount Sinai Health Systems, Inc. (hereinafter "MSHS"). is the owner/operator of multiple medical facilities within the Borough of Manhattan, New York City, New York State. It's headquarters are located at One Gustave Levy place, New York, N.Y. 10029.

3A Tanvir Choudhri, 5 Stonington Drive  
Blaircliff Manor, NY 10510

**JURISDICTION**

5. The court has jurisdiction over this matter based upon diversity of citizenship, pursuant to 28 U.S.C. 1332, as all parties are diverse, and the amount in controversy exceeds \$75000.00.

**STATEMENT OF FACTS**

6. At all times relevant hereto, MSCI owned, controlled, or operated Mt Sinai Hospital, located in New York City, New York State.
7. On or about March 24, 2014, The plaintiff underwent a surgery purportedly to decompress an arachnoid cyst in his brain. Said surgery was performed at Mt. Sinai Hospital by Choudhri.
8. On or about June 24, 2014, the plaintiff underwent a hemilaminectomy surgery on his lower back, purportedly to address pain he was experiencing in that part of his body. Said surgery was performed at Mt. Sinai Hospital by Choudhri.
9. On or about May 7, 2015, the plaintiff underwent a fusion surgery on his lower back, purportedly to address pain he was experiencing in that part of his body. Said surgery was performed at Mt. Sinai Hospital by Choudhri.
10. On or about August 8, 2015, the plaintiff underwent a second brain surgery purportedly to decompress an arachnoid cyst. Said surgery was performed at Mt. Sinai Hospital by Choudhri..
11. All treatment described in paragraphs 8-10 hereof constituted continuous and uninterrupted treatment rendered to the plaintiff by both defendants.

**COUNT I: Medical Negligence: Choudhri**

12. The plaintiff restates and incorporates paragraphs 1-11 of his Complaint as if specifically set forth herein.
13. The defendant, Choudhri, with respect to treatment of the plaintiff, Kelly, was negligent in the following manner:

- a. The defendant failed to exercise the degree of care and skill of the average qualified member of the medical profession practicing his/her specialty, taking into account the advances in the profession.
  - b. The defendant improperly and inadequately treated or failed to treat the plaintiff's condition and its complications.
  - c. The defendant negligently failed to properly diagnose the plaintiff's condition before, during or after the symptoms for which the plaintiff was being treated were known to him.
  - d. The defendant failed to institute timely corrective procedures for the plaintiff's care and benefit, despite the presence of an abnormal x-ray and the risk factors exhibited by the Plaintiff.
  - e. The defendant failed to care for and treat the plaintiff at a time when he knew, or in the exercise of due care should have known, of the plaintiff's need for close and timely monitoring, care and treatment.
  - f. The defendant was negligent in the care and treatment of the plaintiff in other respects as will be shown at trial.
14. As a direct and proximate result of the negligence of the defendant, Choudhri, the plaintiff, kelly, was caused to sustain severe and permanent personal injuries, was caused great pain of body and mind and has been caused to incur great medical, hospital and other expenses for said injuries.

WHEREFORE, the plaintiff demands judgment against the defendant, Choudhri for all damages sustained by him, as well as interest, attorney's fees and all other remedies available to him under applicable state and federal law.

**COUNT II: Medical Negligence: MSHS**


- ~~15~~ 15 The plaintiff restates and incorporates paragraphs 1-14 of her Complaint as if specifically set forth herein.
- ~~16~~ 16 At all times relevant hereto, Choudhri was an agent, servant, or employee of MSCI.
- ~~17~~ 17 At all times relevant hereto, MSCI was legally responsible for the negligent conduct of Choudhri, based upon the doctrine of respondent superior.
- ~~18~~ 18 As a direct and proximate result of the negligence of the defendant, MSCI, the plaintiff, Kelly, was caused to sustain severe and permanent personal injuries, was caused great pain of body and mind and has been caused to incur great medical, hospital and other expenses for said injuries.

WHEREFORE, the plaintiff demands judgment against the defendant, MSCI for all damages sustained by him, as well as interest, attorney's fees and all other remedies available to him under applicable state and federal law.

THE PLAINTIFF DEMANDS A JURY TRIAL WITH RESPECT TO ALL ISSUES.

Plaintiff

Pro se

  
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McKean PA 16426

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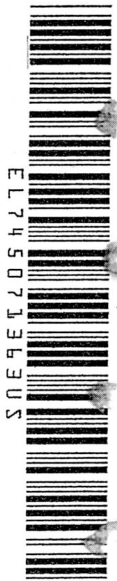
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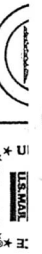
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